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August 13, 2018

*Via ECFS*

Marlene H. Dortch  
Office of the Secretary  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington D.C. 20554

Re: ***Century Link Communications, LLC f/k/a Qwest Communications Company, LLC v. Verizon Services Corp., et al., Docket No. 18-33, File No. EB-18-MD-001***

Dear Ms. Dortch:

Pursuant to the Bureau's Request, Verizon Services Corp; Verizon Virginia LLC; Verizon Washington D.C., Inc.; Verizon Maryland LLC; Verizon Delaware LLC; Verizon Pennsylvania LLC; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon New England Inc.; Verizon North LLC; Verizon South Inc. (collectively, Verizon) hereby submits for filing its Response to CenturyLink Communications LLC f/k/a Qwest Communications Company, LLC's ("CenturyLink") Dispute Category Charts. Consistent with the Commission's rules and the Enforcement Bureau's March 13, 2018 Notice of Formal Complaint, this is being filed on ECFS. In addition, electronic copies of the Response are being served on both Enforcement Bureau staff and counsel for CenturyLink.

Please contact me if you have any questions.

Ms. Marlene H. Dortch  
August 13, 2018  
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Sincerely,

/s/ Joshua D. Branson

Joshua D. Branson

Enclosures

Cc: Marc S. Martin, Perkins Coie  
Brendon P. Fowler, Perkins Coie  
Adam L. Sherr, CenturyLink Communications, LLC

## Summary Table

Year	2013				2014				2015				2016			2017
Plan Year & Quarter	PY5Q1	PY5Q2	PY5Q3	PY5Q4	PY1Q1	PY1Q2	PY1Q3	PY1Q4	PY2Q1	PY2Q2	PY2Q3	PY2Q4	PY3Q1	PY3Q2	PY3Q3	PY3Q4
<b>Dispute Category 1 – Miscalculating Equivalents for DS3 CLF Units in FMS LATAS<sup>1</sup></b>																
(i) Applicable plan years & quarters	PY5Q1-PY5Q4 (2009 plan) & PY1Q1-PY1Q2 (2014 plan) <sup>2</sup>															
(ii) First CTL claim description						06/18/14										
(iii) First VZ substantive response							09/15/14									
							09/15/14									
<b>Dispute Category 2 – Including Units Without Qualifying USOCs or MRCs<sup>3</sup></b>																
(i) Applicable plan years & quarters	PY5Q1-PY5Q4 (2009 plan) & PY1Q1-PY3Q4 (2014 plan) <sup>4</sup>															
(ii) First CTL claim description <sup>5</sup>											09/15/15		03/21/16			
											10/19/15					
(iii) First VZ substantive response											10/02/15			08/03/16		
<b>Dispute Category 3 – Double Counting Circuits<sup>6</sup></b>																
(i) Applicable plan years & quarters	PY5Q1-PY5Q4 (2009 plan) & PY1Q1-PY3Q1 (2014 plan) <sup>7</sup>															
(ii) First CTL claim description											09/15/15					
(iii) First VZ substantive response											10/02/15			08/03/16		
<b>Dispute Category 4 – Misdesignating DS3 CLF Units<sup>8</sup></b>																
(i) Applicable plan years & quarters					PY1Q1-PY1Q2 & PY2Q1 (2014 plan) <sup>9</sup>											
(ii) First CTL claim description											09/15/15					
(iii) First VZ substantive response											10/02/15			08/03/16		
<b>Dispute Category 5 – Misdesignating DS0 Units<sup>10</sup></b>																
(i) Applicable plan years & quarters	PY5Q1-PY5Q4 (2009 plan) & PY1Q1-PY3Q4 (2014 plan) <sup>11</sup>															
(ii) First CTL claim description											09/15/15					
(iii) First VZ substantive response											10/02/15			08/03/16		
<b>Dispute Category 6 – Failure to Optimize Circuit Routing<sup>12</sup></b>																
(i) Applicable plan years & quarters						PY1Q2-PY2Q3 (2014 plan) <sup>13</sup>										
(ii) First CTL claim description											09/30/15					
(iii) First VZ substantive response											10/29/15		05/31/16			

Applicable Plan Year & Quarters

Date Claim Description Provided (see *infra* note 17)

VZ Contractual Response Date (see *infra* note 18)

VZ Methodology Response Date (see *infra* note 19)

<sup>1</sup> See *infra* Tbl. 1 for details and specific record citations.

<sup>2</sup> See Compl. ¶¶ 40, 47 (filed Feb. 26, 2018); Compl., Tab C, Declaration of T. Brown, ¶¶ 19, 29 & Tbl. 4 (“Brown Decl.”); CTL Ex. 31.

<sup>3</sup> See *infra* Tbls. 2, 2-1 for details and specific record citations.

<sup>4</sup> See Compl. ¶ 51; Brown Decl. ¶¶ 24, 29 & Tbl. 4; CTL Ex. 32.

<sup>5</sup> CenturyLink has grouped together five types of substantive disputes in Dispute Category 2. CenturyLink provided the description of each of those dispute types for the first time on three different dates. See *infra* Tbl. 2-1.

<sup>6</sup> See *infra* Tbl. 3 for details and specific record citations.

<sup>7</sup> See Compl. ¶ 56; Brown Decl. ¶¶ 25, 29 & Tbl. 4; CTL Ex. 33.

<sup>8</sup> See *infra* Tbl. 4 for details and specific record citations.

<sup>9</sup> See Compl. ¶ 59; Brown Decl. ¶¶ 26, 29 & Tbl. 4; CTL Ex. 34.

<sup>10</sup> See *infra* Tbl. 5 for details and specific record citations.

<sup>11</sup> See Compl. ¶ 63; Brown Decl. ¶¶ 27, 29 & Tbl. 4; CTL Ex. 35.

<sup>12</sup> See *infra* Tbl. 6 for details and specific record citations.

<sup>13</sup> See Compl. ¶ 69; Brown Decl. ¶¶ 28, 29 & Tbl. 4.

**Table 1: Dispute Category 1 – Miscalculating Equivalents for DS3 CLF Units in FMS LATAs<sup>14</sup>**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date <sup>15</sup>	Date Circuit ID Provided <sup>16</sup>	Date Claim Description Provided <sup>17</sup>	Contractual Response Date <sup>18</sup>	Methodology Response Date <sup>19</sup>
2009	PY5Q1 (03/13-05/13)	CLINKFAC0186	07/31/14	11/18/16 <sup>20</sup>	07/31/14 <sup>21</sup>	09/15/14 <sup>22</sup>	09/15/14 <sup>23</sup>
2009	PY5Q2 (06/13-08/13)	CLINKFAC0185	07/31/14	11/18/16 <sup>24</sup>	07/31/14 <sup>25</sup>		
2009	PY5Q3 (09/13-11/13)	CLINKFAC0184	07/31/14	11/18/16 <sup>26</sup>	07/31/14 <sup>27</sup>		

<sup>14</sup> Verizon does not respond to CenturyLink’s column titled “Automated Denial Date” and the column containing the monetary amount that CenturyLink claims is associated with each quarter and dispute category because they are not responsive to Staff’s inquiry. Verizon does not admit these figures’ accuracy.

<sup>15</sup> The “Dispute Filed Date” is the date that CenturyLink first filed a dispute that objected to the quarterly billing credit, for which CenturyLink ultimately identified the basis of its claim as falling within the relevant dispute category. Many of these initial claims did not provide specific circuit IDs or an explanation of the substantive basis of CenturyLink’s dispute. CenturyLink used this date in its charts, and Verizon generally agrees with the record support CenturyLink provides for these dates. Occasionally, the claim ID number CenturyLink provides is not associated with the claim in Verizon’s records, but – as Verizon has previously explained – the distinction is immaterial as the claim is clear. *See* Verizon’s Answer, Tab D, Declaration of D. Szol ¶ 17, File No. EB-18-MD-001 (“Szol Decl.”) (filed Apr. 12, 2018). Because Verizon agrees with CenturyLink’s statements and support, it has not provided additional citations.

<sup>16</sup> The “Date Circuit ID Provided” is the date that CenturyLink provided the specific circuit IDs it claimed were being miscounted as part of the relevant dispute category, regardless of whether CenturyLink provided an explanation of the dispute.

<sup>17</sup> The “Date Claim Description Provided” is the date that CenturyLink first explained the substantive basis of its claim in the relevant dispute category regardless of whether CenturyLink provided the specific circuit IDs.

<sup>18</sup> The “Contractual Response Date” is the date that Verizon explained that the Service Agreement barred CenturyLink’s attempts to dispute previously paid quarterly billing credits. For each dispute category, Verizon has identified only the first time that it responded.

<sup>19</sup> The “Methodology Response Date” is the date that Verizon responded to CenturyLink’s methodological objection to how Verizon calculated the credits, apart from whether CenturyLink was permitted to raise the disputes at all. For each dispute category, Verizon has identified only the first time that it responded.

<sup>20</sup> CenturyLink’s dispute submissions for certain quarters did not contain the circuit IDs of the units that CenturyLink claimed Verizon was miscounting in calculating the quarterly billing credits. *Compare* CTL Ex. 37.06d (no “Circuit Comparison” or “CKT COMPARISON” tab), *with* CTL Ex. 42.02(d) (“CKT COMPARISON” tab). For these quarters, Verizon did not receive the list of disputed units by circuit ID until CenturyLink’s reply to Verizon’s response to the informal complaint. *See* Reply to Verizon Resp. to Informal Compl., Ex. 1, File No. EB-16-MDIC-0015 (filed Nov. 18, 2016).

<sup>21</sup> CTL Exs. 37.06, 37.06c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

<sup>22</sup> CTL Ex. 40.01, at 2 (email from J. Aguilar to CenturyLink explaining that CenturyLink’s attempts to dispute previously paid quarterly billing credits are denied because CenturyLink “has agreed to the credits throughout the plan” after Verizon “provided all supporting documentation to the customer prior to their concurrence”).

<sup>23</sup> CTL Ex. 40.01, at 2 (email from J. Aguilar to CenturyLink explaining that CenturyLink’s attempts to dispute previously paid quarterly billing credits based on the count of DS3 CLF units was rejected because “[i]nclusion of the FMS units in this manner is completely per the agreement,” because the units “billed using one or more of the USOCs specified in the agreement”).

<sup>24</sup> *See* note 20; CTL Ex. 38.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>25</sup> CTL Exs. 38.05, 38.05c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

<sup>26</sup> *See* note 20; CTL Ex. 39.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>27</sup> CTL Exs. 39.05, 39.05c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date <sup>15</sup>	Date Circuit ID Provided <sup>16</sup>	Date Claim Description Provided <sup>17</sup>	Contractual Response Date <sup>18</sup>	Methodology Response Date <sup>19</sup>
2009	PY5Q4 (12/13-02/14)	CLINKFAC0168	06/18/14	07/31/14 <sup>28</sup>	06/18/14 <sup>29</sup>	09/15/14 <sup>22</sup>	09/15/14 <sup>23</sup>
2014	PY1Q1 (03/14-05/14)	CLINKFAC0376	09/15/15	11/18/16 <sup>30</sup>	09/15/15 <sup>31</sup>		
2014	PY1Q2 (06/14-08/14)	CLINKFAC0377	09/15/15	09/15/15 <sup>32</sup>	09/15/15 <sup>33</sup>		

<sup>28</sup> VZ Ex. 36, at 4 (referencing a partial list of circuit IDs in an email from T. Brown to J. Aguilar purportedly attaching a list of all the DS3 CLF circuit IDs that CenturyLink believed should be counted for February 2014).

<sup>29</sup> CTL Exs. 40.13, 40.13c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

<sup>30</sup> See note 20; CTL Ex. 41.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>31</sup> CTL Exs. 41.01, 41.01c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

<sup>32</sup> CTL Exs. 42.02, 42.02d, Tab “CKT COMPARISON,” Column H.

<sup>33</sup> CTL Exs. 42.02, 42.02c, at 3 (claiming that “the DS3 CLF count is off due to the way in which Verizon is handling the FMS DS3-equivalent counts”).

**Table 2: Dispute Category 2 – Including Units Without Qualifying USOCs or MRCs**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Claim Description Provided	Contractual Response Date	Methodology Response Date
2009	PY5Q1 (03/13-05/13)	CLINKFAC0186	07/31/14	<p>CenturyLink has grouped together five types of substantive disputes in Dispute Category 2.<sup>34</sup> With respect to each of those dispute types, Verizon provides the dates responsive to Staff's inquiry, on a dispute-by-dispute basis, in Table 2-1 on the following page.</p>			
2009	PY5Q2 (06/13-08/13)	CLINKFAC0185	07/31/14				
2009	PY5Q3 (09/13-11/13)	CLINKFAC0184	07/31/14				
2009	PY5Q4 (12/13-02/14)	CLINKFAC0168	06/19/14				
2014	PY1Q1 (03/14-05/14)	CLINKFAC0376	09/15/15				
2014	PY1Q2 (06/14-08/14)	CLINKFAC0377	09/15/15				
2014	PY1Q3 (09/14-11/14)	CLINKFAC0378	09/15/15				
2014	PY1Q4 (12/14-02/15)	CLINKFAC0379	09/15/15				
2014	PY2Q1 (03/15-05/15)	CLINKFAC0380	09/15/15				
2014	PY2Q2 (06/15-08/15)	CLINKFAC0421	10/29/15				
2014	PY2Q3 (09/15-11/15)	CLINKFAC0469	02/05/16				
2014	PY2Q4 (12/15-02/16)	CLINKFAC0505B	07/13/16				
2014	PY3Q1 (03/16-05/16)	CLINKFAC0610B	01/11/17				
2014	PY3Q2 (06/16-08/16)	CLINKFAC0765B	03/17/17				
2014	PY3Q3 (09/16-11/16)	CLINKFAC0766B	03/17/17				
2014	PY3Q4 (12/16-02/17)	CLINKFAC0797B	04/21/17				

<sup>34</sup> Verizon's analysis of CenturyLink's claims in Dispute Category 2 resulted in eight separate findings: (1) "Proper USOC"; (2) "Proper MRC"; (3) "FMS Billing"; (4) "Underbilling"; (5) "No Circuit IDs"; (6) "Fractional Circuit"; (7) "Ineligible USOC"; and (8) "No MRC." See Verizon's Answer, Tab C, Declaration of P. Mason ¶¶ 69-78, File No. EB-18-MD-001 ("Mason Decl."). For the purpose of the analysis in Table 2-1, Verizon omitted Proper USOC, Proper MRC, and Underbilling as separate dispute types since CenturyLink's claims relating to Ineligible USOC and No MRC covered the circuits that Verizon found to have proper USOC or MRC and those circuits that Verizon inadvertently underbilled.

**Table 2-1: Dispute Category 2 – Five Dispute Types**

Dispute Type	Date Circuit ID Provided	Date Claim Description Provided	Contractual Response Date	Methodology Response Date
<b>Ineligible USOCs (2009 Plan):</b> Non-FMS circuits billed under 2009 Service Agreement that CenturyLink claims to have charged no qualifying USOCs	11/18/16 <sup>35</sup>	03/21/16 <sup>36</sup>	10/02/15 <sup>37</sup>	08/03/16 <sup>38</sup>
<b>No MRCs (2014 Plan):</b> Circuits billed under 2014 Service Agreement that CenturyLink claims to have billed no MRCs	09/15/15 <sup>39</sup>	09/15/15 <sup>40</sup>		
<b>FMS Billing:</b> Duplicates of FMS circuits that CenturyLink disputes in Dispute Category 1	11/18/16 <sup>35</sup>	03/21/16 <sup>36</sup>	09/15/14 <sup>22</sup>	09/15/14 <sup>23</sup>
<b>No Circuit IDs:</b> DS1 “units” that CenturyLink disputes but for which it has provided no circuit IDs	Never <sup>41</sup>	03/21/16 <sup>42</sup>	10/02/15 <sup>37</sup>	08/03/16 <sup>38</sup>
<b>Fractional Circuits:</b> Circuits disconnected before the month in which Verizon inadvertently counted them as a “unit”	09/15/15 <sup>43</sup>	10/19/15 <sup>44</sup>		

<sup>35</sup> CenturyLink did not provide circuit IDs billed under the 2009 Service Agreement that it claimed to have charged no qualifying USOCs until CenturyLink served its reply to Verizon’s response to the informal complaint on November 18, 2016. *See* Reply to Verizon Resp. to Informal Compl., Ex. 3, Tab “Detail.” Prior to that date, CenturyLink provided only circuit IDs billed under the 2014 Service Agreement, claiming that “circuits that are not billing any FRP USOCs are being counted as a UNIT.” *E.g.*, CTL Ex. 42.02, at 4 (dispute concerning PY1Q2 under 2014 Service Agreement); CTL Ex. 42.02d, Tab “CKT COMPARISON” (providing circuit IDs). However, unlike the 2009 Service Agreement, the 2014 Service Agreement removed the requirement that a circuit have charged a qualifying USOC to be counted as a “unit.” *See* CTL Ex. 5, 2014 Service Agreement, Ex. B §§ 2(f)-(g), 6.

<sup>36</sup> CenturyLink did not provide a description of its Dispute Category 2 claims concerning circuits billed under the 2009 Service Agreement until CenturyLink served its Dispute Notice and Request for Informal Dispute Resolution on March 21, 2016. *See* CTL Ex. 40.22. In the Dispute Notice and Request for Informal Dispute Resolution, which covered circuits billed under both the 2009 and 2014 Service Agreements, CenturyLink stated that “Verizon’s unit calculations included circuits lacking any USOCs.” *Id.* at 5. Prior to that date, CenturyLink provided claim descriptions pertaining to circuits billed under the 2014 Service Agreement. *See, e.g.*, CTL Ex. 42.02, at 3-5 (dispute concerning PY1Q2 under 2014 Service Agreement).

<sup>37</sup> VZ Ex. 43, at 1-2 (email from J. Aguilar to CenturyLink stating that “[t]he billing credits as determined by Verizon are not subject to dispute” and that CenturyLink “ha[s] always agreed to [Verizon’s] quarterly credit calculations prior to issuance”).

<sup>38</sup> Verizon’s Resp. to Notice of Informal Compl., File No. EB-16-MDIC-0015 (filed Aug. 3, 2016).

<sup>39</sup> CTL Ex. 42.02d, Tab “CKT COMPARISON” (listing circuits billed under the 2014 Service Agreement that CenturyLink claims to have charged no MRCs).

<sup>40</sup> CTL Exs. 42.02, 42.02c, at 4 (email from J. Romero to Verizon with letter dated September 10, 2015 in which CenturyLink claimed that certain circuit “should not be counted since it does not have Qualifying Monthly Recurring Charges”).

<sup>41</sup> CenturyLink has provided no circuit IDs for those circuits it characterizes as “DS1 Non-Qualified.” *See* Mason Decl. ¶ 71e.

<sup>42</sup> All circuits CenturyLink characterizes as “DS1 Non-Qualified” were billed under the 2009 Service Agreement. As explained above, CenturyLink did not provide a description of its Dispute Category 2 claims concerning circuits billed under the 2009 Service Agreement until March 21, 2016. *See* note 36.

<sup>43</sup> CTL Ex. 42.02d, Tab “CKT COMPARISON” (listing fractional circuits).

<sup>44</sup> CTL Ex. 46.03, at 1 (email from A. Grimm to Verizon stating that “Verizon is incorrectly counting circuits that were disconnected and did not bill qualifying MRC charges within the month being counted”).

**Table 3: Dispute Category 3 – Double Counting Circuits**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2009	PY5Q1 (03/13-05/13)	CLINKFAC0186	07/31/14	11/18/16 <sup>45</sup>	11/18/16 <sup>46</sup>	10/02/15 <sup>47</sup>	08/03/16 <sup>48</sup>
2009	PY5Q2 (06/13-08/13)	CLINKFAC0185	07/31/14	11/18/16 <sup>49</sup>	11/18/16 <sup>46</sup>		
2009	PY5Q3 (09/13-11/13)	CLINKFAC0184	07/31/14	11/18/16 <sup>50</sup>	11/18/16 <sup>46</sup>		
2009	PY5Q4 (12/13-02/14)	CLINKFAC0168	06/18/14	11/18/16 <sup>51</sup>	11/18/16 <sup>46</sup>		
2014	PY1Q1 (03/14-05/14)	CLINKFAC0376	09/15/15	11/18/16 <sup>52</sup>	09/15/15 <sup>53</sup>		
2014	PY1Q2 (06/14-08/14)	CLINKFAC0377	09/15/15	09/15/15 <sup>54</sup>	09/15/15 <sup>55</sup>		
2014	PY1Q3 (09/14-11/14)	CLINKFAC0378	09/15/15	09/15/15 <sup>56</sup>	09/15/15 <sup>57</sup>		
2014	PY1Q4 (12/14-02/15)	CLINKFAC0379	09/15/15	11/18/16 <sup>58</sup>	09/15/15 <sup>59</sup>		

<sup>45</sup> See note 20; CTL Ex. 37.06d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>46</sup> CenturyLink’s dispute submissions for certain quarters did not explain all categories of disputes that it now maintains are encompassed by that quarter. *Compare* CTL Ex. 37.06c, with CTL Ex. 41.01c, at 4 (identifying instances where Meet Point circuits billing across 2 BANs are being double counted in error”). For these quarters, Verizon did not receive clarification that there were claims within the relevant dispute category for that quarter until CenturyLink provided an analysis of all claims within each dispute category in its reply to Verizon’s response to the informal complaint. *See* Reply to Verizon Resp. to Informal Compl., Ex. 3, Tab “Detail.”

<sup>47</sup> VZ Ex. 43, at 1-2 (email from J. Aguilar to CenturyLink stating that “[t]he billing credits as determined by Verizon are not subject to dispute” and that CenturyLink “ha[s] always agreed to [Verizon’s] quarterly credit calculations prior to issuance”).

<sup>48</sup> Verizon’s Resp. to Notice of Informal Compl.

<sup>49</sup> See note 20; CTL Ex. 38.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>50</sup> See note 20; CTL Ex. 39.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>51</sup> See note 20; CTL Ex. 40.13d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>52</sup> See note 20; CTL Ex. 41.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>53</sup> CTL Exs. 41.01, 41.01c, at 4 (email from J. Romero to Verizon with letter dated September 10, 2015 in which CenturyLink claimed that they “found instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>54</sup> CTL Ex. 42.02d, Tab “CKT COMPARISON,” Column H (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>55</sup> CTL Exs. 42.02, 42.02c, at 4 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>56</sup> CTL Exs. 43.01, 43.01d, Tab “CKT COMPARISON,” Column I (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>57</sup> CTL Exs. 43.01, 43.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>58</sup> See note 20; CTL Ex. 44.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>59</sup> CTL Exs. 44.01, 44.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).



Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2014	PY2Q1 (03/15-05/15)	CLINKFAC0380	09/15/15	09/15/15 <sup>60</sup>	09/15/15 <sup>61</sup>	10/02/15 <sup>47</sup>	08/03/16 <sup>48</sup>
2014	PY2Q2 (06/15-08/15)	CLINKFAC0421	10/29/15	10/29/15 <sup>62</sup>	10/29/15 <sup>63</sup>		
2014	PY2Q3 (09/15-11/15)	CLINKFAC0469	02/05/16	11/18/16 <sup>64</sup>	02/05/16 <sup>65</sup>		
2014	PY2Q4 (12/15-02/16)	CLINKFAC0505B	07/13/16	07/13/16 <sup>66</sup>	07/13/16 <sup>67</sup>		
2014	PY3Q1 (03/16-05/16)	CLINKFAC0610B	01/11/17	01/11/17 <sup>68</sup>	01/11/17 <sup>69</sup>		

<sup>60</sup> CTL Ex. 45.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>61</sup> CTL Exs. 45.01, 45.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>62</sup> CTL Ex. 46.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>63</sup> CTL Exs. 46.01, 46.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>64</sup> See note 20; CTL Ex. 47.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>65</sup> CTL Exs. 47.01, 47.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>66</sup> CTL Ex. 48.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>67</sup> CTL Exs. 48.01, 48.01c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

<sup>68</sup> CTL Ex. 49.07b, Tab “CKT COMPARISON,” Column H (identifying circuits CenturyLink claimed to have been “double counted”).

<sup>69</sup> CTL Exs. 49.07, 49.07c, at 3 (identifying “instances where Meet Point circuits billing across 2 BANs are being double counted in error”).

**Table 4: Dispute Category 4 – Misdesignating DS3 CLF Units**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2014	PY1Q1 (03/14-05/14)	CLINKFAC0376	09/15/15	11/18/16 <sup>70</sup>	11/18/16 <sup>71</sup>	10/02/15 <sup>72</sup>	08/03/16 <sup>73</sup>
2014	PY1Q2 (06/14-08/14)	CLINKFAC0377	09/15/15	09/15/15 <sup>74</sup>	09/15/15 <sup>75</sup>		
2014	PY2Q1 (03/15-05/15)	CLINKFAC0380	09/15/15	09/15/15 <sup>76</sup>	09/15/15 <sup>77</sup>		

<sup>70</sup> See note 20; CTL Ex. 41.01d (no “Circuit Comparison” or “CKT Comparison” tab).

<sup>71</sup> CenturyLink’s dispute submissions for certain quarters did not explain all categories of disputes that it now maintains are encompassed by that quarter. *Compare* CTL Ex. 41.01c, *with* CTL Ex. 45.01c (explaining that there were “circuits that were incorrectly designated as DS3 CLS circuits” and “circuits that were incorrectly designated as DS3 CLF circuits”). For these quarters, Verizon did not receive clarification that there were claims within the relevant dispute category for that quarter until CenturyLink provided an analysis of all claims within each dispute category in its reply to Verizon’s response to the informal complaint. *See* Reply to Verizon Resp. to Informal Compl., App. 9, Ex. 4.

<sup>72</sup> VZ Ex. 43, at 1-2 (email from J. Aguilar to CenturyLink stating that “[t]he billing credits as determined by Verizon are not subject to dispute” and that CenturyLink “ha[s] always agreed to [Verizon’s] quarterly credit calculations prior to issuance”).

<sup>73</sup> Verizon’s Resp. to Notice of Informal Compl.

<sup>74</sup> CTL Ex. 42.02d, Tab “CKT COMPARISON,” Column H (identifying circuits as “Incorrect Rerate - CLS tagged as CLF” and “Incorrect Rerate - CLF tagged as CLS”).

<sup>75</sup> CTL Ex. 42.02c, at 3 (“The DS3 CLS and Non-FMS DS3 CLF counts are being overstated by Verizon due to several factors.”); CTL Ex. 42.02d, Tab “CKT COMPARISON,” Column H (identifying circuits as “Incorrect Rerate - CLS tagged as CLF” and “Incorrect Rerate - CLF tagged as CLS”).

<sup>76</sup> CTL Ex. 45.01d; Tab “CKT COMPARISON,” Column H (identifying circuits as “Incorrect Rerate - CLS tagged as CLF” and “Incorrect Rerate - CLF tagged as CLS”).

<sup>77</sup> CTL Ex. 45.01c, at 4 (explaining that there were “circuits that were incorrectly designated as DS3 CLS circuits” and “circuits that were incorrectly designated as DS3 CLF circuits”).

**Table 5: Dispute Category 5 – Misdesignating DS0 Units**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2009	PY5Q1 (03/13-05/13)	CLINKFAC0186	07/31/14	11/18/16 <sup>78</sup>	11/18/16 <sup>79</sup>	10/02/15 <sup>80</sup>	08/03/16 <sup>81</sup>
2009	PY5Q2 (06/13-08/13)	CLINKFAC0185	07/31/14	11/18/16 <sup>82</sup>	11/18/16 <sup>79</sup>		
2009	PY5Q3 (09/13-11/13)	CLINKFAC0184	07/31/14	11/18/16 <sup>83</sup>	11/18/16 <sup>79</sup>		
2009	PY5Q4 (12/13-02/14)	CLINKFAC0168	06/18/14	11/18/16 <sup>84</sup>	11/18/16 <sup>79</sup>		
2014	PY1Q1 (03/14-05/13)	CLINKFAC0376	09/15/15	11/18/16 <sup>85</sup>	09/15/15 <sup>86</sup>		
2014	PY1Q2 (06/14-08/14)	CLINKFAC0377	09/15/15	09/15/15 <sup>87</sup>	09/15/15 <sup>88</sup>		
2014	PY1Q3 (09/14-11/14)	CLINKFAC0378	09/15/15	09/15/15 <sup>89</sup>	09/15/15 <sup>90</sup>		
2014	PY1Q4 (12/14-02/15)	CLINKFAC0379	09/15/15	11/18/16 <sup>91</sup>	09/15/15 <sup>92</sup>		

<sup>78</sup> See note 20; CTL Ex. 37.06d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>79</sup> CenturyLink’s dispute submissions for certain quarters did not explain all categories of disputes that it now maintains are encompassed by that quarter. For these quarters, Verizon did not receive clarification that there were claims within the relevant dispute category for that quarter until CenturyLink provided an analysis of all claims within each dispute category in its reply to Verizon’s response to the informal complaint. See Reply to Verizon Resp. to Informal Compl., App. 10, Ex. 5.

<sup>80</sup> VZ Ex. 43, at 1-2 (email from J. Aguilar to CenturyLink stating that “[t]he billing credits as determined by Verizon are not subject to dispute” and that CenturyLink “ha[s] always agreed to [Verizon’s] quarterly credit calculations prior to issuance”).

<sup>81</sup> Verizon’s Resp. to Notice of Informal Compl.

<sup>82</sup> See note 20; CTL Ex. 38.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>83</sup> See note 20; CTL Ex. 39.05d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>84</sup> See note 20; CTL Ex. 40.13d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>85</sup> See note 20; CTL Ex. 41.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>86</sup> CTL Exs. 41.01, 41.01c, at 5 (claiming that a certain circuit “is incorrectly being counted as a DS1 without Mileage in error” when it is “a DS0 level circuit”).

<sup>87</sup> CTL Ex. 42.02d, Tab “CKT COMPARISON,” Cells H14472-H14475 (identifying circuits CTL claimed to be DS0 circuits).

<sup>88</sup> CTL Exs. 42.02, 42.02c, at 5 (claiming that a certain circuit “is incorrectly being counted as a DS1 without Mileage in error” when it is “a DS0 level circuit”).

<sup>89</sup> CTL Ex. 43.01d, Tab “CKT COMPARISON,” Column I (identifying circuits CTL claimed to be DS0 circuits).

<sup>90</sup> CTL Exs. 43.01, 43.01c, at 4 (claiming that a certain circuit “is incorrectly being counted as a DS1 without Mileage in error” when it is “a DS0 level circuit”).

<sup>91</sup> See note 20; CTL Ex. 44.01d (no “Circuit Comparison” or “CKT COMPARISON” tab).

<sup>92</sup> CTL Exs. 44.01, 44.01c, at 4 (claiming that a certain circuit “is incorrectly being counted as a DS1 without Mileage in error” when it is “a DS0 level circuit”).

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2014	PY2Q1 (03/15-05/15)	CLINKFAC0380	09/15/15	09/15/15 <sup>93</sup>	09/15/15 <sup>94</sup>	10/02/15 <sup>80</sup>	08/03/16 <sup>81</sup>
2014	PY2Q2 (06/15-08/15)	CLINKFAC0421	10/29/15	10/29/15 <sup>95</sup>	10/29/15 <sup>96</sup>		
2014	PY2Q3 (09/15-11/15)	CLINKFAC0469	02/05/16	11/18/16 <sup>97</sup>	02/05/16 <sup>98</sup>		
2014	PY2Q4 (12/15-02/16)	CLINKFAC0505B	07/13/16	07/13/16 <sup>99</sup>	07/13/16 <sup>100</sup>		
2014	PY3Q1 (03/16-05/16)	CLINKFAC0610B	01/11/17	01/11/17 <sup>101</sup>	01/11/17 <sup>102</sup>		
2014	PY3Q2 (06/16-08/16)	CLINKFAC0765B	03/17/17	03/17/17 <sup>103</sup>	03/17/17 <sup>104</sup>		
2014	PY3Q3 (09/16-11/16)	CLINKFAC0766B	03/17/17	03/17/17 <sup>105</sup>	03/17/17 <sup>106</sup>		
2014	PY3Q4 (12/16-02/17)	CLINKFAC0797B	04/21/17	04/21/17 <sup>107</sup>	04/21/17 <sup>108</sup>		

<sup>93</sup> CTL Ex. 45.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>94</sup> CTL Exs. 45.01, 45.01d.

<sup>95</sup> CTL Ex. 46.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>96</sup> CTL Exs. 46.01, 46.01d.

<sup>97</sup> See note 20; CTL Ex. 47.01d (no Circuit Comparison” or CKT COMPARISON” tab).

<sup>98</sup> CTL Ex. 47.01.

<sup>99</sup> CTL Ex. 48.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>100</sup> CTL Exs. 48.01, 48.01d.

<sup>101</sup> CTL Ex. 49.07b, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>102</sup> CTL Exs. 49.07, 49.07b.

<sup>103</sup> CTL Ex. 50.01d, Tab “CKT COMPARE,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>104</sup> CTL Exs. 50.01, 50.01d.

<sup>105</sup> CTL Ex. 51.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>106</sup> CTL Exs. 51.01, 51.01d.

<sup>107</sup> CTL Ex. 52.01d, Tab “CKT COMPARISON,” Column H (identifying circuits CTL claimed to be DS0 circuits).

<sup>108</sup> CTL Exs. 52.01, 52.01d.

**Table 6: Dispute Category 6 – Failure to Optimize Circuit Routing**

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0391	09/30/15	09/30/15 <sup>109</sup>	09/30/15 <sup>110</sup>	05/31/16 <sup>111</sup>	10/29/15 <sup>112</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0391B	09/30/15	09/30/15 <sup>113</sup>	09/30/15 <sup>114</sup>		10/29/15 <sup>112</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0396	09/30/15	09/30/15 <sup>115</sup>	09/30/15 <sup>116</sup>		10/29/15 <sup>112</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0396B	09/30/15	09/30/15 <sup>117</sup>	09/30/15 <sup>118</sup>		10/29/15 <sup>112</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0416	10/29/15	10/29/15 <sup>119</sup>	10/29/15 <sup>120</sup>		11/30/15 <sup>121</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0416B	10/29/15	10/29/15 <sup>122</sup>	10/29/15 <sup>123</sup>		11/30/15 <sup>121</sup>
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0417	10/29/15	10/29/15 <sup>124</sup>	10/29/15 <sup>125</sup>		11/30/15 <sup>121</sup>

<sup>109</sup> CTL Exs. 53.01, 53.01d.

<sup>110</sup> CTL Exs. 53.01, 53.01c, at 3 (email from J. Romero to Verizon with letter dated September 17, 2015 in which CenturyLink claimed that “when Verizon did a blanket conversion of every FMS T3 circuits over to SPA they failed to provide the due diligence to determine if the T3 CFA channels were being used as efficiently as possible” and that it “is disputing the FRP flat rate on the basis that these SPARE DS3 CLF facilities should not have [been] converted from FMS over to SPA”).

<sup>111</sup> CenturyLink’s Dispute Category 6 claims challenge the underlying charges and not the quarterly billing calculations. Portions of each of CenturyLink’s claims were untimely under the 2014 Service Agreement, which requires that all disputes to underlying charges that will be used in calculating the credits be filed within 30 days of the end of the quarter. *See* CTL Ex. 5, 2014 Service Agreement, Ex. B § 8(c). Verizon invoked this provision on May 31, 2016 in its response to CenturyLink’s dispute letter dated March 21, 2016. *See* CTL Ex. 40.23, at 2-3. Verizon further explained this basis for rejecting CenturyLink’s claims on April 12, 2018 when it filed the response to Century Link’s formal complaint. *See* Szol Decl. ¶¶ 56-59.

<sup>112</sup> VZ Ex. 2, at 2, Column “Resolution Notes (sent to customer)” (denying claims as “duplicate [p]er email received from Joe Romero”).

<sup>113</sup> CTL Exs. 54.01, 54.01d.

<sup>114</sup> CTL Exs. 54.01, 54.01c.

<sup>115</sup> CTL Exs. 57.01, 57.01d.

<sup>116</sup> CTL Exs. 57.01, 57.01c.

<sup>117</sup> CTL Exs. 58.01, 58.01d.

<sup>118</sup> CTL Exs. 58.01, 58.01c.

<sup>119</sup> CTL Exs. 61.01, 61.01d.

<sup>120</sup> CTL Exs. 61.01, 61.01c.

<sup>121</sup> VZ Ex. 2, at 3-4, Column “Resolution Notes (sent to customer)” (denying claim “[p]er the Guidelines of the Custom Solution Plan contract” because “Verizon is counting the FMS circuits as described in the tariff”).

<sup>122</sup> CTL Exs. 62.02, 62.02f.

<sup>123</sup> CTL Exs. 62.02, 62.02c.

<sup>124</sup> CTL Exs. 65.01, 65.01d.

<sup>125</sup> CTL Exs. 65.01, 65.01c.

Service Agreement	Plan Quarter	Claim #	Dispute Filed Date	Date Circuit ID Provided	Date Description of Claim Provided	Contractual Response Date	Methodology Response Date
2014	PY1Q2 thru PY2Q3 (07/14-09/15)	CLINKFAC0418	10/29/15	10/29/15 <sup>126</sup>	10/29/15 <sup>127</sup>	05/31/16 <sup>111</sup>	11/30/15 <sup>121</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0391BTU1	03/10/16	03/10/16 <sup>128</sup>	03/10/16 <sup>129</sup>		02/14/17 <sup>130</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0391TU1	03/10/16	03/10/16 <sup>131</sup>	03/10/16 <sup>132</sup>		02/14/17 <sup>130</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0396BTU1	03/10/16	03/10/16 <sup>133</sup>	03/10/16 <sup>134</sup>		05/31/16 <sup>135</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0396TU1	03/10/16	03/10/16 <sup>136</sup>	03/10/16 <sup>137</sup>		No record of receipt
2014	PY2Q3 (10/15-11/15)	CLINKFAC0416BTU1	03/10/16	03/10/16 <sup>138</sup>	03/10/16 <sup>139</sup>		05/31/16 <sup>135</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0416TU1	03/10/16	03/10/16 <sup>140</sup>	03/10/16 <sup>141</sup>		05/31/16 <sup>135</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0417TU1	03/10/16	03/10/16 <sup>142</sup>	03/10/16 <sup>143</sup>		05/31/16 <sup>135</sup>
2014	PY2Q3 (10/15-11/15)	CLINKFAC0418TU1	03/10/16	03/10/16 <sup>144</sup>	03/10/16 <sup>145</sup>		05/31/16 <sup>135</sup>

<sup>126</sup> CTL Exs. 67.01, 67.01d.

<sup>127</sup> CTL Exs. 67.01, 67.01c.

<sup>128</sup> CTL Exs. 55.01, 55.01d.

<sup>129</sup> CTL Exs. 55.01, 55.01c.

<sup>130</sup> VZ Ex. 2, at 2, Column “Resolution Notes (sent to customer)” (“Denied – Circuit disconnect order has been processed, appropriate credit has been given back to the order due date, and removed from provisioning[.] No additional credit due.”).

<sup>131</sup> CTL Exs. 56.01, 56.01d.

<sup>132</sup> CTL Exs. 56.01, 56.01c.

<sup>133</sup> CTL Exs. 59.01, 59.01d.

<sup>134</sup> CTL Exs. 59.01, 59.01c.

<sup>135</sup> CTL Ex. 40.23, at 3 (“Also, after the facilities management service (‘FMS’) expired, Verizon was not obligated to recalibrate the subject circuits ‘to optimize circuit deployment efficiency.’”).

<sup>136</sup> CTL Exs. 60.01, 60.01d.

<sup>137</sup> CTL Ex. 60.01, 60.01c.

<sup>138</sup> CTL Exs. 63.01, 63.01d.

<sup>139</sup> CTL Exs. 63.01, 63.01c.

<sup>140</sup> CTL Exs. 64.01, 64.01d.

<sup>141</sup> CTL Exs. 64.01, 64.01c.

<sup>142</sup> CTL Exs. 66.01, 66.01d.

<sup>143</sup> CTL Exs. 66.01, 66.01c.

<sup>144</sup> CTL Exs. 68.01, 68.01d.

<sup>145</sup> CTL Exs. 68.01, 68.01c.